



Protected by Exemption 5 U.S.C. 552(b)(5)

John Dugan - 1PZS <john.dugan@gsa.gov>

follow up to meeting today

Ruth Kroeger - PCA <ruth.kroeger@gsa.gov>
To: njcracknell@cityofportsmouth.com
Cc: John Dugan - 1PZS <john.dugan@gsa.gov>

Tue, Jul 16, 2013 at 5:14 PM

Nick,

It was good to meet you and very exciting to see (b) (5) I wanted to make sure to connect you to John Dugan, our New England urban development rep since I may not always be in the region. He's a great local resource and we'll be working closely together as the project moves forward.

When you get a chance, could you send the documents we discussed today? It would be helpful to have:

- 1) (b) (5)
- 2)
- 3)
- 4)

Thank you. I'm looking forward to working with you more and think (b) (5) Please don't hesitate to let me or John D. know if you have any questions.

Regards,
Ruth

Ruth E. Kroeger
Urban Development/Good Neighbor Program
U.S. General Services Administration
(202) 208-3288



John Dugan - 1PZS <john.dugan@gsa.gov>

GSA Authorities

John Dugan - 1PZS <john.dugan@gsa.gov>

Fri, Sep 12, 2014 at 1:22 PM

To: "Nicholas J. Cracknell" <njcracknell@cityofportsmouth.com>

Cc: "Dave S. Allen" <dsallen@cityofportsmouth.com>, Rick Taintor <rtaintor@cityofportsmouth.com>, Nancy Carmer <nmcarter@cityofportsmouth.com>, David Kiernan - 1PZS <david.kiernan@gsa.gov>

Nick,

Yes, I'm confirming 1PM on the 24th will work for us. See you then.

John L. A. Dugan

Real Property Utilization & Disposal

U.S. General Services Administration

Thomas P. O'Neill Federal Building

10 Causeway Street, Room 1010

Boston, MA 02222

617.565.5709 - office

(b) (6) - mobile

617.565.5720 - fax

On Fri, Sep 12, 2014 at 11:03 AM, Nicholas J. Cracknell <njcracknell@cityofportsmouth.com> wrote:

Thanks John and we are confirmed on our end to meet with your team on Wednesday the 24th at 1:00 p.m.

Please confirm that this time works for you.

Thanks,

Nick

Nicholas J. Cracknell, AICP

Principal Planner

Portsmouth Planning Department

1 Junkins Ave

Portsmouth, NH 03801

(603) 610-7328

njcracknell@cityofportsmouth.com

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From: John Dugan - 1PZS [mailto:john.dugan@gsa.gov]
Sent: Friday, September 12, 2014 10:15 AM
To: Nicholas J. Cracknell
Subject: Fwd: GSA Authorities

Nick,

I was asked to forward this email to you by my leadership in response to a Congressional request.

Let me know if you have any questions.

John L. A. Dugan

Real Property Utilization & Disposal

U.S. General Services Administration

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10 Causeway Street, Room 1010

Boston, MA 02222

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----- Forwarded message -----

From: **John Dugan - 1PZS** <john.dugan@gsa.gov>

Date: Fri, Sep 12, 2014 at 8:44 AM

Subject: GSA Authorities

To: John Kelly <john.kelly@gsa.gov>, Glenn Rotondo - 1P <glenn.rotondo@gsa.gov>, David Kiernan - 1PZS <david.kiernan@gsa.gov>

Good Morning,



John Dugan - 1PZS <john.dugan@gsa.gov>

GSA Authorities

Nicholas J. Cracknell <njcracknell@cityofportsmouth.com>

Fri, Sep 12, 2014 at 11:03 AM

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Principal Planner

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John Dugan - 1PZS <john.dugan@gsa.gov>

GSA Authorities

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John L. A. Dugan
Real Property Utilization & Disposal
U.S. General Services Administration
Thomas P. O'Neill Federal Building
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To: John Kelly <john.kelly@gsa.gov>, Glenn Rotondo - 1P <glenn.rotondo@gsa.gov>, David Kiernan - 1PZS <david.kiernan@gsa.gov>

Good Morning,

Below are summaries of various GSA authorities pertaining to real property exchange. These summaries were pulled from the 2010 GSA General Reference Guide for Real Property Policy - attached within. Let me know if you need anything else.

Section 412 of the GSA General Provisions, Consolidated Appropriations Act, 2005, Pub. L. 108-447, 118 Stat. 2809, 3259 (December 8, 2004). Authorizes the Administrator of General Services to convey, by sale, lease, exchange, or otherwise, including through leaseback arrangements, real and related personal property, or interests therein, and to retain the net proceeds of such dispositions in the Federal Buildings Fund to be used for GSA's real property capital needs, notwithstanding any other provision of law.

40 U.S.C. §§ 581, 584 and 585.

Authorizes GSA to acquire, by purchase, condemnation or otherwise, real estate and interests therein; to

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Section 412 of the GSA General

Provisions, Consolidated

Appropriations Act, 2005, Pub. L.

108-447, 118 Stat. 2809, 3259

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40 U.S.C. §§ 581, 584 and 585.

Authorizes GSA to acquire, by purchase, condemnation or otherwise, real estate and interests therein; to enter into leases of real property not exceeding 20 years in duration; to repair, alter or improve rented premises; and to assign and reassign space in leased buildings to other federal tenants.

John L. A. Dugan

Real Property Utilization & Disposal



John Dugan - 1PZS <john.dugan@gsa.gov>

McIntyre property appraisal RFP

John Dugan - 1PZS <john.dugan@gsa.gov>

Thu, Nov 6, 2014 at 9:40 AM

To: Nancy Carmer <nmcarter@cityofportsmouth.com>

Cc: "Dave S. Allen" <dsallen@cityofportsmouth.com>

Nancy,

See attached the RFQ/SOW for the appraisal of the McIntyre.

Thanks

John

John L. A. Dugan
Real Property Utilization & Disposal
U.S. General Services Administration
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 1010
Boston, MA 02222
617.565.5709 - office
(b) (6) - mobile
617.565.5720 - fax

On Wed, Nov 5, 2014 at 4:27 PM, Nancy Carmer <nmcarter@cityofportsmouth.com> wrote:

Hi John,

I am following up on our request for a copy of the McIntyre property appraisal RFP. Let us know if it too large a file to email. Thanks

Nancy Carmer

Economic Development Program Manager

City of Portsmouth, NH

603-610-7220

nmcarter@cityofportsmouth.com

2 attachments**2014.10.27_McIntyre Fed Building_Appraisal RFQ.pdf**
246K**2014.10.27_McIntyre Fed Building_Appraisal SOW.pdf**
333K



GSA New England Region

**Request for Quotes
Appraisal Report
Thomas J. McIntyre Federal Building
80 Daniel Street
Portsmouth, New Hampshire
GSA No.: NH00498S**

INSTRUCTIONS TO OFFERORS

The Appraiser must be a certified general appraiser in the State of New Hampshire or have received reciprocal privileges prior to completion of the appraisal assignment. The appraiser must also have assignment and geographic competency for this type of assignment.

In order to be awarded a Government services contract, the vendor must first be registered with the Federal Government's System for Award Management (SAM) <https://www.sam.gov> (formerly the Central Contractor Registration - CCR). SAM Customer Service, contact: Federal Service Desk, URL: www.fsd.gov, hours: 8am - 8pm (Eastern Time), US Calls: 866-606-8220. The SAM registration and verification process can take three – five days to complete.

FOR INFORMATION CONCERNING THIS RFQ

Giselle E Rubiera, GSA Contracting Officer Technical Representative (COTR)
U.S. General Services Administration (1PZ)
O'Neill Federal Building, 10th Floor, Suite 1010
10 Causeway Street
Boston, MA 02222
Voice: 617-565-5841, Fax: 617-565-5720
E-mail: giselle.rubiera@gsa.gov

QUOTE SUBMISSION

Offerors shall submit quotes electronically in Microsoft Word or PDF, to the designated GSA COTR Giselle E. Rubiera, giselle.rubiera@gsa.gov for consideration.

All quotes shall be submitted no later than Monday, November 10th, 2014 – 4:00pm EST Close of Business. Quotes submitted after the deadline for receipt will be considered a late submission and will not be accepted by the government. [Reference FAR 52.212-1].

EVALUATION FACTORS

Best Value Determination

(a) The Government contemplates award of a firm-fixed-price purchase order after a best value determination has been made resulting from this RFQ. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. This determination will be based on the factors shown below:

- (1) Past Experience and Performance on Similar Projects
- (2) Appraisal Assignment Schedule
- (3) Qualifications of Key Personnel
- (4) Price

(b) A best value judgment on Quotes will be made by determining if the higher rating and proposed price represent the best value to the government. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offerors, shall result in a binding contract without further action by either party. The Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

DELIVERABLES

- DRAFT Self Contained Appraisal Report sent electronically in PDF, to GSA COTR Giselle E. Rubiera, giselle.rubiera@gsa.gov
- If requested, REVISED Self Contained Appraisal Report sent electronically in PDF, to GSA COTR Giselle E. Rubiera.
- Two (2) copies of FINAL Self Contained Appraisal Report, one (1) CD containing the Report in PDF, and an electronic version, including all referenced documents and charts, sent via secure mail delivery i.e. Federal Express, USPS Certified Mail, to Attn. Giselle E. Rubiera, U.S. General Services Administration (1PZ), O'Neill Federal Building, 10 Causeway Street, 10th Floor, Suite 1010, Boston, MA 02222.

DATES OF DELIVERY

- The Appraiser shall submit to the GSA COTR Giselle Rubiera, a DRAFT Appraisal Report electronically, in PDF for review within forty-five (45) calendar days or less from the date of Notice To Proceed.
- The Review Appraiser will review the Appraisal Report within fifteen (15) calendar days for acceptance, or recommend revisions.
- If revisions and or substantiation are necessary, the Appraiser shall submit the revised report within five (5) calendar days of notification.
- The Review Appraiser will then review the revised Report for approval and acceptance. The Appraiser shall then submit the Final Report within five (5) calendar days of notification by Review Appraiser.

contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

TERMINATION FOR CAUSE

FAR Subpart 52.212-4 Contract Terms and Conditions – Commercial Items (MAR 2009)

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DEFAULT

FAR Subpart 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

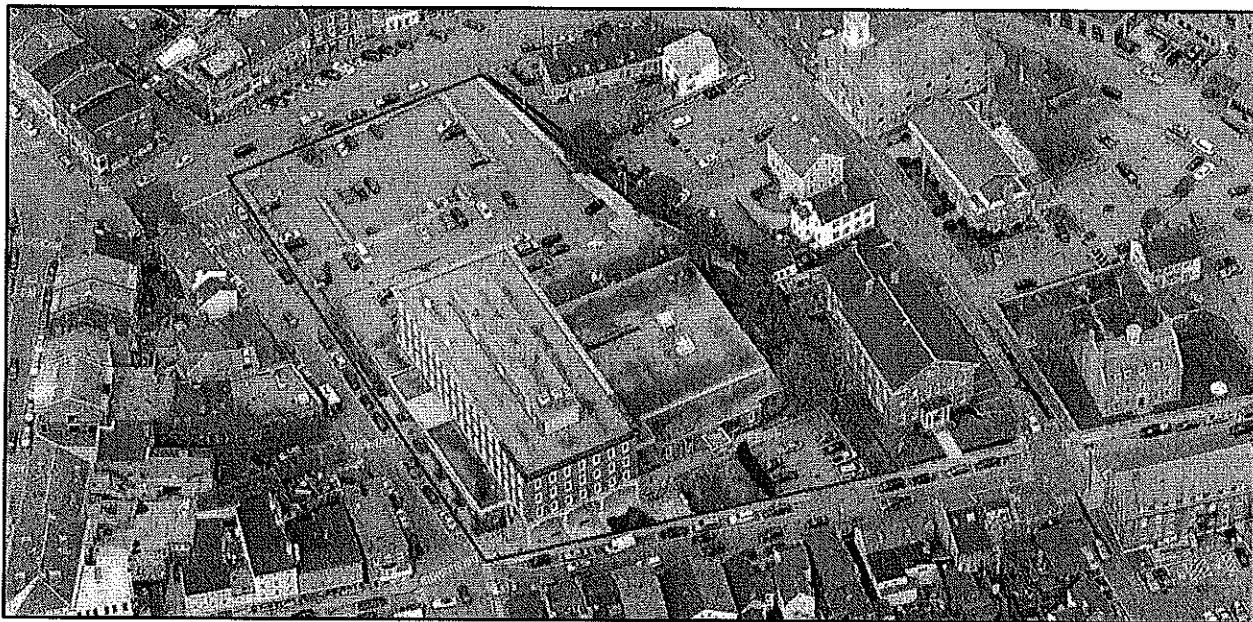
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor,

**Scope of Work for Appraisal Services
Thomas J. McIntyre Federal Building
80 Daniel Street
Portsmouth, New Hampshire
GSA No.: NH00498S**



Introduction:

The following Scope of Work addresses the requirements for a Contract for Appraisal Services on the property described below. The General Services Administration (GSA), Real Property Utilization and Disposal Boston regional office is seeking the "market value" of the fee simple interest of the land and improvements at 80 Daniel Street in Portsmouth, NH in accordance with the standards and guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP, current edition).

Property Information:

The Thomas J. McIntyre Federal Building is a four-story brick & masonry office building of approximately 107,000 gross square feet with a full basement on approximately 2.14 acres of land. The facility provides a total of 136 parking spaces (44 indoor/92 outdoor). The Federal Building was constructed in 1966 and is located within the historic district of downtown Portsmouth, NH.

The appraisal will be based on the as-is condition of building improvements, utilities, and infrastructure.

effective date of the appraisal. Appraisers may also add to their certifications certain items that may be required by law, the USPAP and the appraiser's professional organization(s). However, appraisers should avoid adding certifications that are not pertinent to the specific appraisal (e.g., that the report was prepared in accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)) or that are beyond the scope of the appraisers' assignment. The appraiser's certification may alternately follow the appraiser's final estimate of value in the appraisal report.

Summary of Salient Facts and Conclusions - The appraiser shall report the major facts and conclusions that led to the final estimate(s) of value. This summary should include an identification of the property appraised; the highest and best use of the property; brief description of improvements; indicated value of the property by each approach to value employed; the final estimate of value; any limiting conditions or instruction; the effective date of the appraisal; the date of the appraisal report; and any other relevant information. This portion of the report will serve as an Executive Summary of the appraisal.

Photographs of Subject Property - Provide quality color photographs of the appraised property and all comparables in the original and all copies of the final report. Photographs may be a separate exhibit in the addenda or included with the narrative description of the appraised property and comparable sales. When a large number of buildings are involved, including duplicates, one picture may be used for each type. Identify the photographed scene and indicate direction of view, vantage point, and other pertinent information. A map may be used to show this information.

Statement of Assumptions and Limiting Conditions - Any assumptions and limiting conditions that are necessary to the background of the appraisal shall be stated. Any client agency or special legal instructions provided the appraiser shall be referenced and a copy of such instructions shall be included in the addenda of the appraisal report. The appraiser must avoid including "boiler-plate" type of assumptions and limiting conditions. Also, assumptions and limiting conditions cannot be used by an appraiser to alter an appraisal contract, assignment letter, or the appraiser's scope of work. Unauthorized hypothetical conditions, assumptions, or limiting conditions may result in disapproval of the appraisal report. The Special Conditions of this specification contain items that may require a Hypothetical Condition or Extraordinary Assumption.

Scope of the Appraisal - The appraiser shall describe the scope of investigation. The appraisal's scope should conform to its purpose and intended use. The intended use and purpose of the appraisal places specific demands on the scope of the investigation and analysis presented in the appraisal report. The appraisal report should clearly link the appraisal's scope with its purpose and intended use. The geographical area and time span searched for market data should be included, as should a description of the type of market data researched and the extent of market data confirmation. The appraiser should state the references and data sources relied upon in making the appraisal; if preferred, this information may be shown within the applicable approaches to value. The applicability of all standard approaches to value shall be discussed and the exclusion of any approach to value shall be explained.

shall include a statement of the property's highest and best use as vacant land, and a statement of the property's highest and best use as improved, together with supporting data. Before it can be concluded that any use for the property is its highest and best use, each potential use must be analyzed in terms of its physical possibility, legal permissibility, financial feasibility and maximally productive. Each of these four criteria must be addressed in the appraisal report.

All other methodology other than that specifically addressed within this Scope of Work shall, to the extent practical, be based on market-derived data and methodology as formulated in a market value appraisal. Any additional assumptions and limiting conditions shall be approved in advance by the GSA contact for technical consultation. The appraiser shall consider all local, state, and federal ordinances, regulations, land use restrictions, engineering controls, and local practices when making a determination of the highest and best use.

All three approaches to value should be considered when valuing the property. If the appraiser determines that a typical approach should be omitted, he/she must explain the reasons to support the exclusion in the appraisal report. If it is determined that the Cost Approach is not applicable, the appraisal shall include an analysis of comparable land sales and an estimate of the value of the site. The appraiser shall explain the reasoning applied to arrive at the final opinion of value and how the results of each approach to value were weighed in that opinion, and the reliability of each approach to value. The appraiser shall also state his or her final estimate of market value, including the contributory value of fixtures.

General Requirements:

All adjustments for dissimilarities between the appraised property and comparable market data, including sales comparables and rental data, as well as all discount and capitalization rates, etc., must be supported to the extent practical by market data. The narrative description of the adjustment process shall be sufficiently complete to indicate to the reader that the adjustments or rates were derived and applied in a reasonable and rational fashion consistent with market data and the relative impact of the adjustment. The actual adjustments shall be set forth in an adjustment grid(s) and discussed in sufficient detail to lead the reader to the appraiser's conclusions.

A detailed description/analysis, with photographs, of the property and improvements under appraisal is required which includes: a plot plan, improvement plans, description and size and shape of site, topographical features, soil and subsoil conditions (if known), drainage and flood zone information, access and ingress/egress, utilities availability, site's relationship to neighboring properties, potential or existing nuisances and hazards, easements, encroachments and right-of-ways, and overall functional adequacy of the site.

In addition to the above, the following information is required for existing improvements determined to be the highest and best use and which would remain on site: estimated size of the improvements detailed in the most standard market acknowledged unit(s), a description of interior and exterior construction features and layout, physical and chronological age, quality and condition, deferred maintenance, current use, and functional utility of the improvements.

Hypothetical Condition:

A hypothetical condition will be utilized for this appraisal analysis to assume that the United States Postal Service will be a tenant leasing space for a retail facility with a space requirement of 5,000 square feet.

Appraiser Qualifications:

Appraisers signing the report shall be a State Certified General Real Property Appraiser in New Hampshire and be in good standing with the licensing authority where the credential was issued. The contract appraiser must possess substantial experience in appraising similar complex properties on a regional level. The appraiser signing the appraisal report must inspect the property. All appraisers and staff participating in the development of the appraisal, and their roles, must be identified.

Testimony - Upon the request of the GSA, United States Attorney, or the Department of Justice, the contract appraiser shall, in any judicial proceedings, testify as to the value of any and all property included in the appraisal report as of the valuation date. Fees for these services shall be determined upon the Government's request for testimony.

Confidentiality:

Both the GSA and the contract appraiser acknowledge and agree that in the course of performing the Work under this agreement, the GSA may choose to disclose Confidential Information to the appraiser. If provided confidential information, the appraiser agrees not to disclose the confidential information to any third party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the appraiser may disclose the confidential information on a "need to know" basis to the appraiser's employees and subcontractors. All such employees and subcontractors of the appraiser shall have executed a confidentiality agreement requiring a promise of confidentiality concerning the confidential information, if any confidential information is provided. Appraisers' valuations and supporting appraisal reports are confidential information, the appraiser and support staff will be in strict compliance with the Confidentiality provisions of the Ethics Rule of USPAP, which provides as follows:

- An appraiser must protect the confidential nature of the appraiser-client relationship.
- An appraiser must act in good faith with regard to the legitimate interests of the client in the use of confidential information and in the communication of assignment results.
- An appraiser must not disclose confidential information or assignment results prepared for a client to anyone other than:
 - 1) the client (GSA), and
 - 2) persons specifically authorized by the client

Under the exceptions in the preceding paragraph, appraisers must obtain written authorization from GSA before disclosure. The passage of time in and of itself does not extinguish either the appraiser's responsibility for confidentiality or the appraiser/client relationship. The appraiser/client relationship is extinguished only upon written release from GSA. Even though the appraiser/client relationship may terminate, the appraiser remains subject to the confidentiality provisions of USPAP. Furthermore, the subject property may not be appraised for another party without prior written permission from GSA.